

May 5, 2011

Dear Prospective Quoter:

SUBJECT: Request for Quotations Number SCA52511C0013

Enclosed is a Request for Quotation (RFQ) for Catering Services for the American Independence Reception.

All interested parties are invited to attend the site visit to be held on May 10, 2011, 10:00 A.M. at U.S. Ambassador's Residence, 500 Lisgar Road, Rockcliffe Park, Ottawa, Ontario. For additional information or arrange for access to the building, please email or contact Vince Lemesev at LemesevVL@state.gov or 613-688-5256 and/or Alma Andico at AndicoA@state.gov or 613-688-5310 on or before 12:00 noon on May 9, 2011 and provide the names of all individuals planning to attend the site visit.

In order for the quotation to be considered, you must complete and submit the following:

- 1) Standard Form (SF) 1449, Cover Sheet, page 1
- 2) Section 1, Pricing, page 4
- 3) Section 5, Offeror Representations and Certifications, page 20
- 4) Additional information required under Section 3, page 17

Quotations must be submitted in a sealed envelope marked "Quotation Enclosed" on or before 4:00 P.M. on May 25, 2011. No proposal will be accepted after this time.

Quotations can be submitted via courier to:

U. S. Embassy-Canada
207 Bank St, Suite 418,
Ottawa, ON, Canada K2P 2N2
to the attention of Michael St Clair, Contracting Officer

The U.S. Government intends to award a contract to the lowest priced, technically acceptable and responsible offeror. We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Direct any questions regarding this solicitation to Michael St Clair 613-688-5250 or Vince Lemesev 613-688-5252 during regular business hours from 8:00 A.M. till 4:00 P.M. EST.

The Embassy appreciates your interest in this solicitation.

Sincerely,

Mirena Hine
Contracting Officer
U.S. Embassy, Canada

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 20	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SCA52511C0013	
6. SOLICITATION ISSUE DATE May 5, 2011		7. FOR SOLICITATION INFORMATION CALL ▶		a. NAME Michael St Clair / Vince Lemesev		b. TELEPHONE NUMBER(No collect calls) 613-688-5250 / 613-688-5252	
8. OFFER DUE DATE/ LOCAL TIME May 25, 2011 NLT 4:00 P.M.		9. ISSUED BY U.S. Embassy – Canada General Services Office P.O. Box 866, Station B Ottawa, ON K1P 5T1		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN OWNED <input type="checkbox"/> 8(A) NAICS: SIZE STD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT		13a. THIS CONTRACT IS A RATED ORDER		13b. RATING	
15. DELIVER TO: Code		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		16. Administered by: Block 31			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Charleston Financial Center			
TELEPHONE NO:		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Section 1, Schedule of Services (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/>	

38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY

41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (PRINT)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (Location)
41c. DATE	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 3/2005) BACK

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
RFQ NUMBER SCA52511C0013
PRICES, BLOCK 23

1. PERFORMANCE WORK STATEMENT

The purpose of this firm fixed price purchase order is for the contractor to provide Catering Services for the official reception in celebration of the United States of America Independence Day to be held on July 4, 2011 in accordance with description/work statement and attachment described under this contract.

2. PRICING

2.1 The contractor shall complete all work, including furnishing all labor, material, transportation, equipment and services, required under this catering services for U.S. Embassy Canada within the time specified. The price listed below shall include all labor, materials, overhead, and profit. In consideration of satisfactory performance of all scheduled services required under this contract, the Government will pay the contractor at the firm-fixed-price stated below.

2.2 The price listed below shall include the following:

- All food items, including and delivery and removal
- All staff requirements to include beverage/bars
- All Setup and Teardown of food stations to include tables, linens and all required equipment and supplies
- All Cleanup to include continuous removal of garbage/waste/recycle and final cleanup at the end of the event
- All Setup and Teardown of tables, chairs in the main eating tent

2.3 All prices required under this section must be completed by the contractor for quantities between 3,000-3,499, 3,500-3,999, 4,000-4,499 and 4,500-5,000. Any proposal with missing information will not be considered.

<u>No. of Guests</u>	<u>Price Per Person</u>	<u>HST</u>	<u>Total Price Per Person</u>
1) Between 3,000 – 3,499	CAD\$ _____	CAD\$ _____	CAD\$ _____
2) Between 3,500 – 3,999	CAD\$ _____	CAD\$ _____	CAD\$ _____
3) Between 4,000 – 4,499	CAD\$ _____	CAD\$ _____	CAD\$ _____
4) Between 4,500 – 5,000	CAD\$ _____	CAD\$ _____	CAD\$ _____

2.4 All payments made to the Contractor under this contract shall be in Canadian dollars.

2.5 Minimum and Maximum Amounts

During this contract period, the Government shall place orders totaling a minimum amount for **3,000 guests**. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed the total amount for **5,000 guests**. This reflects the contract maximum for this period of performance.

CONTINUATION TO SF-1449
RFQ NUMBER SCA52511C0013
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. General

The Embassy of the United States of America in Ottawa, Canada, will be celebrating its official **Independence Day Ceremony at a reception at the U.S. Ambassador's Residence, on Monday, July 4th 2011, beginning at approximately 4 PM**. At this reception, the Embassy will host approximately **4000** guests. The Contractor shall provide top quality catering services for this function.

2. Description of Facilities

The reception shall be held at the **U.S. Ambassador's Residence located at 500 Lisgar Road, Rockcliffe Park, Ottawa, Ontario, Canada**.

3. Contractor's Responsibility

3.1 General. The Contractor shall provide prompt, efficient and courteous service, and avoid undue interference with the operation of the reception while service is provided. The Contractor shall obtain all licenses and permits as required and all applicable Ontario health, sanitation, and other regulations and laws shall be strictly observed. The Contractor shall employ sufficient and suitable personnel, secure and maintain insurance, maintain records, submit reports, and observe other contract requirements, all as specifically set forth herein. The Contractor shall pay each and every fee, cost, or other charge incident to or resulting from operations under the contract. The Contractor shall exercise reasonable care in the use of space at the Ambassador's residence and will return the space in as good condition as when received.

3.2 Service. The reception shall begin at approximately **4:00 P.M.** and end at approximately **7:30 P.M.** The Contractor shall operate and manage all of the required food and beverage stands as stated in their quotation. The Government shall provide all beverages, which will be served by the caterer's personnel. The Contractor shall be responsible for the continuous cleaning of the grounds during the reception. The Contractor shall provide for clean, neat and appropriate uniforms for all of the staff working the reception.

3.3 The Menu. The menu of selected items has been provided under Attachment 1 of this contract.

3.4 Equipment and Utensils.

3.4.1 The Contractor shall provide all equipment, furnishings and supplies relevant to each station. The furnishings shall include all necessary tables and all of the necessary table cloths and uniforms. In

addition, the Contractor shall provide approximately 45 round tables with table cloths and 8-10 chairs per table for the main eating tent.

3.4.2 The Contractor shall provide additional equipment that the U.S. Embassy will utilize for the BBQ event to include the following:

- Reefer
- 10 Speed Racks
- 75 Sheet Pans (full size)
- 6 Rectangular chaffers
- 8 Warming Boxes (Cambro type boxes preferred)
- 10 Large ice chests

3.5 Sanitation and Quality.

3.5.1 The Contractor shall serve tasty, appetizing, and high-quality food, under clean and sanitary conditions, presented in a visually attractive manner.

3.5.2 All foods served shall be wholesome and free from spoilage, free from adulteration and misbranding, and safe for human consumption. Uncooked items, such as fresh fruits, shall be clean and free from blemish. All foods shall, when served, be attractive in appearance and correct in temperature and consistency. They shall be crisp, moist, dry, tender, etc., as appropriate in each case.

3.5.3 All employees assigned by the Contractor to perform work under this contract shall be physically able to do their assigned work and shall be free from communicable diseases.

3.6 Personnel and Supervision

3.6.1 The Contractor shall employ sufficient personnel to maintain all food and drink stations to allow quick and satisfactory service at all times. All employees shall be sober, conscientious, neat, and courteous.

3.6.2 The Contractor agrees to assign to work under this contract only those employees previously reviewed and approved for a security clearance by the Embassy. In connection with this requirement, the Contractor shall have each employee requiring access to the property fill out in its entirety the security clearance forms provided by the embassy **at least 20 days before the date of the reception.** The Embassy reserves the right to refuse any of the contractor employees that turn in their forms late, not at all, or if denied a security clearance.

3.6.3 The Contractor shall employ a Manager who shall be present at the reception. The manager will be able to be in constant communication with the Government employees who will be supervising the reception.

3.6.4 The Contractor employees shall wear proper uniforms during the time they are performing their duties at the reception. The U.S. Government is requesting that all uniforms be white tops with black ties and black pants or ladies may wear black skirts.

3.6.5 The Contractor employees shall be fully capable of performing the type of work for which they are employed.

3.7 Clean Up. The Contractor shall perform all food and drink debris removal during the reception at a frequency consistent with the volume of debris generated by the normal operation at the reception. In addition the Contractor shall be responsible for the removal of their equipment and all left over supplies at the close of the reception.

3.8 Liability. The Government will not be responsible in any way for damage or loss occasioned by fire, theft, accident, or otherwise to the Contractor's supplies, materials or equipment, or the employees' personal belongings.

3.9 Insurance. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

3.9.1 General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury stated in Canadian Dollars:

Per Occurrence	\$1,000,000.00
Cumulative	\$1,000,000.00

2. Property Damage stated in Canadian Dollars:

Per Occurrence	\$1,000,000.00
Cumulative	\$1,000,000.00

3.9.2 The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

3.9.3 For those Contractor employees assigned to this contract who are either United States citizens or direct hire in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.

3.9.4 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- 1) any property of the Contractor,
- 2) its officers,
- 3) agents,
- 4) servants,
- 5) employees, or
- 6) any other person,

arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

3.9.5 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

3.9.6 Government as Additional Insured. The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

3.9.7 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within 3 calendar days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

3.10 Laws and Regulations

a) Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. In the event of a conflict among the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

b) The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

4. Responsibilities of the Government

4.1 The Government will make all efforts to provide sufficient space at the residence grounds for all of the contractor's stations and equipment. The reserved space will be subject to its availability.

4.2 The Government will provide all beverages needed for the event. (Alcoholic and non-alcoholic).

4.3 The Government will provide ice for the beverage stations.

4.4 The Government will provide all necessary disposable dinnerware, cutlery and napkins.

4.5 The Government will provide all tents.

4.6 The Government will provide a refrigerated container for storage of food & beverages.

ATTACHMENT 1

THE MENU

JULY 4th 2011

Tent #1

Grilled and Marinated Vegetables Display

(Grilled peppers, asparagus, zucchini, eggplant and marinated vegetables on Platter)

Fresh Corn Salad

Vegetarian Potato Salad

Apple Cider Cabbage Slaw

Corn Bread

Tent #2

BBQ Pulled Pork

Apple Cider Cabbage Slaw

Baked Beans

Buns

BBQ Sauce

* * *

Tent #3

Ribs

Baked Beans

Corn Bread Salad

Tent #4

Rotisserie Smoked Chicken

Red Potato Salad

Fresh Corn Salad

ATTACHMENT 1
(continuation)

THE MENU

Tent #5

Cheese and Fruit Pyramid

Peach Bread Pudding with Whiskey Sauce

Chocolate Chip Cookies & Reversed Chocolate Chip Cookies

Strawberry Shortcake

Star Spangled Banner Cupcake Display

Ice Cream

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JUN 2010), is incorporated by reference. (See SF-1449, block 27a).

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (MAR 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (37) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

X (43) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-9	Personal Identify Verification of Contractor Personnel (JAN 2011)
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

The following FAR clauses are provided in full text:

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised. See F.2.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 3,000 guests, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of 5,000 guests.
- (2) Any order for a combination of items in excess of 5,000 guests; or
- (3) A series of orders from the same ordering office within the same day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part

of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within than 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

- (a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,
- (b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original and two (2) copies to the U.S. Embassy Ottawa, GSO/Procurement, P.O. Box 866 Station B, Ottawa, ON K1P 5T1. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

- 1) Name and address of the contractor.
- 2) Invoice date and invoice number.
- 3) Contract number.
- 4) Description, quantity, unit of measure, unit price of services performed.
- 5) Payment terms.
- 6) Name and address of contractor official to whom payment is to be sent.
- 7) Name, title, phone number and mailing address of person to notify in the event of a defective invoice.
- 8) Taxpayer Identification Number (TIN).
- 9) Electronic Funds Transfer (EFT) banking information

The contractor shall show applicable tax as a separate item on invoices submitted for payment.

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The CORs for this contract are:
Vince Lemesev, Procurement Supervisor
Alma Andico, Procurement Agent

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2008), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

A. Summary of instructions. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1, Pricing, has been filled out.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of the Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;

(3) List of clients or large catering functions your company has held for the past three (3) years for the same or similar work demonstrating prior experience with relevant past performance information and references to include customer's name, address and current telephone number, date of contract award, number of personnel utilized in providing the services, contract value and financial arrangements and brief description of work.

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).

(6) If necessary, the offeror may be requested to provide oral presentation or samples of menu items listed under Attachment 1 to the technical evaluation panel.

A.3 Evidence of Certificate of Insurance. Offeror shall provide either:

(6) a copy of the Certificate of Insurance, or

(7) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-6	Contractor Identification Number --Data Universal Numbering System (DUNS)Number (APR 2008)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.237-1	SITE VISIT (APR 1984)

The site visit will be held on May 10, 2011, 10:00 A.M. at U.S. Ambassador's Residence, 500 Lisgar Road, Rockcliffe Park, Ottawa, Ontario. Prospective offerors/quoters should email or contact Vince Lemesev at LemesevVL@state.gov or 613-688-5252 and/or Alma Andico at AndicoA@state.gov or 613-688-5310 on or before noon on May 9, 2011 for additional information or to arrange entry to the building.

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State’s Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (b) The Department of State’s Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Alan Greenfield, at 613-688-5335. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required by Section 3.
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and
 - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

(RESERVED)

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of Canada –

☒ Workers' compensation laws exist that will cover local nationals and third country nationals.

☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.